

REMARKS

This amendment is responsive to the outstanding final Office Action. The Office Action rejected Claims 1-23 and 25-33 based on disclosures of Hanby and Hele as discussed in greater detail below. Applicants have amended Claims 1, 3-5, 8-10, 14, 15, 20, 21, 25, and 28, to address minor informalities and to confirm that the claimed methods recite subject matter eligible for patent protection under the Patent Act. Claims 1-23 and 25-33 remain pending in the application.

Applicants have carefully considered the cited art and the remarks provided in the Office Action, and respectfully disagree with the claim rejections. For the reasons discussed below, applicants submit that the pending claims are, in fact, in condition for allowance. Issuance of a notice of allowance is requested.

Patentability of Claims 1-9

The Office Action rejected Claims 1-9 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 7,143,051, issued to Hanby et al. (hereinafter "Hanby") in view of U.S. Patent Application Publication No. 2002/0116231, to Hele et al. (herein "Hele"). Applicants have considered the remarks provided in the Office Action and respectfully disagree with the claim rejections.

Claim 1 recites a computer-implemented method for online processing of a life insurance application. The method comprises, in part, "generating an illustration that provides details of a proposed life insurance policy to be issued by an insurance provider in accordance with parameters of the life insurance application." Claim 1 further recites, in part, "receiving a certification via an electronic data communications link that confirms whether the generated illustration was delivered to the insurance policy applicant at the time of commitment for purchase of the life insurance policy." Applicants respectfully submit that Hanby and Hele, considered alone or in combination, fail to teach or suggest the elements of Claim 1.

Furthermore, the "certification" that is received according to Claim 1 includes "at least one of: (a) a certification from the insurance policy applicant in which the applicant explicitly confirms that the generated illustration has been received; (b) a certification from an agent in which the agent explicitly confirms that the generated illustration has been delivered electronically to the insurance policy applicant; (c) a certification from an agent in which the agent explicitly confirms that the generated illustration has been provided to the insurance policy applicant via a postal or courier service; or (d) a waiver from the insurance policy applicant in which the applicant explicitly confirms an understanding that the generated illustration will be delivered at the time the insurance policy is delivered."

In rejecting Claim 1, the Office Action (page 2) relied upon Hanby, at Col. 4, lines 1-2 as allegedly disclosing the element of "generating an illustration that provides details of a proposed life insurance policy to be issued by an insurance provider in accordance with parameters of the life insurance application." Applicants, however, disagree and submit that Hanby does not disclose generating an illustration, as claimed. While Hanby suggests generating a "premium rate" and sending an "appropriate proposal" to the prospective client, Hanby does not teach what is included in such "proposal."

There is no disclosure by Hanby that such proposal necessarily contains an *illustration*, which is a well-defined term of art in the insurance industry. An insurance policy illustration is typically prepared by the actuarial department of an insurance company and provides a set of projections that show how the policy will perform over the prospective insured's lifetime. For example, an illustration typically includes year-by-year financial projections for the policy. If the policy is a term policy, the projections in the illustration extend to the date that the policy expires. If the policy is a permanent life insurance policy, the projections may stretch beyond the person's 100th birthday. A policy illustration usually shows at least the current and maximum premiums for each year, the total premiums paid up through the year, and the death benefits for each year.

As noted in the specification of the present application, an insurance company may require that it receive a certification that explicitly confirms whether a generated illustration was delivered to the insurance policy applicant at the time of commitment for purchase of the insurance policy. This certification may help the insurance company ensure that it is complying with appropriate insurance regulations. (See page 15, line 29, to page 16, line 3, of the present application as filed.) The disclosure of Hanby nowhere states that a policy illustration is generated and sent to the life insurance applicant, nor does the disclosure of Hele disclose such element.

As to the claimed element of "receiving a certification via an electronic data communications link that confirms whether the generated illustration was delivered to the insurance policy applicant at the time of commitment for purchase of the life insurance policy," the Office Action relied upon disclosure in Hanby, at Col. 6, lines 59-67, which states:

If an appropriate proposal 18 is generated in step 188 and validated in step 189, then the proposal 18 is transmitted to the broker 12 and the client 14 by mail, fax, e-mail, or other medium. As with all input information, all output of the method 10 may be in any form as requested by the client 14. If, for some reason, the proposal process 179 does not generate a proposal 18, then it displays a proper message in step 190 so the sales representative 16 can change the information accordingly and re-generate the proposal 18.

As can be seen, the above-quoted passage of Hanby refers to generating a proposal. The passage says nothing about "receiving a certification via an electronic data communications link that confirms whether the generated illustration was delivered to the insurance policy applicant at the time of commitment for purchase of the life insurance policy," as claimed in Claim 1.

Moreover, as noted above, the certification includes "at least one of: (a) a certification from the insurance policy applicant in which the applicant explicitly confirms that the generated illustration has been received; (b) a certification from an agent in which the agent explicitly confirms that the generated illustration has been delivered electronically to the insurance policy applicant; (c) a certification from an agent in which the agent explicitly confirms that the

generated illustration has been provided to the insurance policy applicant via a postal or courier service; or (d) a waiver from the insurance policy applicant in which the applicant explicitly confirms an understanding that the generated illustration will be delivered at the time the insurance policy is delivered."

For this aspect of Claim 1, the Office Action relied upon Hele and pointed to paragraph [0143] of Hele which reads as follows:

The user can choose to accept a quote from the carriers who have responded and make a payment, at which time a policy is generated. The policy and application are sent to the user to be signed. The policy and application can be sent as an electronic document, e.g., to be printed by the user, or to be electronically archived by the user. In some implementations, the electronic document can be signed electronically, e.g., using a customized or standardized electronic authentication protocol. Alternatively, the policy and application can be sent as paper documents by conventional delivery methods. The user can sign the paper document, and return it. When the signed application is received, the payment is processed and the policy is then in force.

In this regard, the Office Action stated the "Examiner interprets that receiving a signed copy is the same as receiving a certification that explicitly confirms the generated illustration has been delivered." Careful consideration of this statement, however, reveals an omission by the Examiner that is precisely the point of distinction. The statement does not specify *what* is received. As explained by Hele, what is received is a signed copy of an application. It is not inherent that a signed application includes "a certification . . . that confirms whether [a] generated illustration was delivered to the insurance policy applicant at the time of commitment for purchase of the life insurance policy." Furthermore, Hele does not state that a signed application includes "a certification from the insurance policy applicant in which the applicant ***explicitly confirms*** that the generated illustration has been received." (Emphasis added.) The Patent Office simply cannot rely on Hanby and Hele as providing a *prima facie* basis for rejecting Claim 1. The disclosure that is necessary to support a rejection of Claim 1 is not found in Hanby and Hele, nor can it properly be inferred from Hanby and Hele.

For at least the above reasons, applicants request reconsideration and allowance of Claim 1.

Claims 2-8 are patentable over Hanby and Hele, both for their dependence on Claim 1 and for the additional subject matter they recite. For example, Claims 2 and 4-8 further define aspects relating to the "certification" of delivery of an illustration as recited in Claim 1, which Hanby does not teach, nor does Hele.

Patentability of Claims 10-14

As with Claims 1-9, Claims 10-14 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Hanby in view of Hele. Applicants have considered both Hanby and Hele and respectfully disagree with the rejection of Claims 10-14.

Claim 10 is directed to a computer-implemented method for online processing of a life insurance application that includes, in part, "receiving information via an electronic data communications link that identifies an individual to be insured and describes the insurability of the individual, wherein the information includes health information of the individual." Claim 10 further recites, in part, "evaluating the health information of the individual" and "determining whether to extend temporary insurance coverage to the individual based on an evaluation of the health information of the individual."

According to Claim 10, "if it is determined to extend temporary insurance coverage to the individual," the method includes "issuing via an electronic data communications link a *temporary insurance certificate that is personalized for the individual according to the life insurance policy*, accompanied by a temporary life insurance agreement specifying terms of legally binding temporary life insurance that is extended to the individual pending issuance of the purchased life insurance policy." (Emphasis added.) On the other hand, "if it is determined to not extend temporary insurance coverage to the individual," the method includes "refusing to collect a premium for the life insurance policy and not extending temporary insurance coverage to the individual."

Applicants respectfully submit that the elements of Claim 10 are not taught or suggested by Hanby or Hele. The Office Action cited paragraphs [0014] and [0152] of Hele which read as follows:

[0014] The method can also include selling temporary insurance over the Internet, e.g., prior to producing a policy contract.

[0152] Additional processes are available specifically for new users. New users visiting the web site are offered temporary life insurance coverage. An initial user profile can first be obtained to determine if temporary coverage is recommended. For example, a user who has just had a child may desire immediate coverage. The system can identify users likely to require temporary coverage and alert them. Alternatively, the option for temporary coverage can be offered to all users. If a user elects temporary coverage, an online purchase transaction is made and the system creates a policy underwritten by an insurance carrier. For example, the policy can be valid from the date of purchase to a date 3-6 weeks later, or a date based on the average time required to complete the process of purchasing permanent coverage.

While Hele mentions temporary coverage, Hele does not suggest "issuing via an electronic data communications link a temporary insurance certificate that is personalized for the individual according to the life insurance policy, accompanied by a temporary life insurance agreement specifying terms of legally binding temporary life insurance that is extended to the individual pending issuance of the purchased life insurance policy," as claimed in Claim 10. For at least this reason, applicants submit that Claim 10 is patentable over Hanby and Hele.

Claims 11-14 are also submitted as being in patentable condition, both for their dependence on Claim 10 and for the additional subject matter they recite.

Patentability of Claims 15-20

In regard to Claim 15, the Office Action conceded that Hanby is deficient and instead relied upon Hele as purportedly teaching "receiving an authorization via an electronic data communications link that authorizes immediate collection of medical history information from one or more third parties concerning the individual to be insured for purposes of issuing the life insurance policy, in which the authorization is received in connection with obtaining the

commitment for purchase of the life insurance policy and if the commitment for purchase of the life insurance policy is not obtained, the authorization for collection of medical history information is canceled." Applicants respectfully disagree.

The Office Action referred to Hele at paragraphs [0062] to [0063] and [0137] to [0142] but these paragraphs do not teach the elements claimed in Claim 15. Paragraphs [0062] to [0063] refer to collecting user preferences, recommending life insurance plans, and underwriting selected plans based on "[i]nformation about user risk . . . from the user and any other sources of risk assessment." This disclosure, however, does not teach "receiving an authorization," as claimed, "in which the authorization is received in connection with obtaining the commitment for purchase of the life insurance policy and if the commitment for purchase of the life insurance policy is not obtained, the authorization for collection of medical history information is canceled." The paragraphs at [0137] to [0142] of Hele are similarly unavailing.

On page 11, the Office Action explained "Examiner interprets that the commitment to purchase is the same as the user selecting the insurance carriers it wants to receive quotes from; furthermore if the user has not picked any insurance carriers, the information from third parties is not collected since it can't create a quote." Applicants respectfully disagree that "selecting the insurance carriers it wants to receive quotes from" is somehow equivalent to a "commitment for purchase of the life insurance policy." The disclosure of Hele simply cannot be twisted to fit the elements of Claim 15. There is no "commitment for purchase" by simply selecting carriers for a quote.

In addition, applicants have noted that Hele is concerned with assessing risk *before* providing the user a quote (see, for example, paragraphs [0064] and [0134] of Hele), so any "authorization" that Hele obtains is not "received in connection with obtaining [a] commitment for purchase of the life insurance policy," as claimed. According to Hele, an insurance policy has not yet been selected nor has there been any opportunity for the user to commit to purchase.

Because Hanby and Hele fail to teach all of the features of Claim 15, withdrawal of the rejection of Claim 15 is merited. Furthermore, Claims 16-20 depend either directly or indirectly from Claim 15. For at least the above reasons, and for the additional subject matter they recite, Claims 16-20 should be allowed.

Patentability of Claims 21-23 and 25-28

Claim 21 is directed to a computer system for online processing of a life insurance application. The computer system comprises an application processing server configured with computer-implemented instructions that, when executed, cause the application processing server to undertake certain actions. As claimed, these actions include receiving information via an electronic data communications link identifying an individual to be insured and describing the insurability of the individual; generating an illustration providing details of a life insurance policy for the individual to be insured; obtaining a commitment for purchase of the life insurance policy to be issued by an insurance provider; and receiving a certification via an electronic data communications link from the insurance policy applicant or an agent providing explicit information indicating whether the generated illustration was delivered to the insurance policy applicant at the time of commitment for purchase of the insurance policy.

Applicants respectfully submit that Claim 21 is patentable over Hanby and Hele for at least the same reasons that Claim 1 is patentable over Hanby and Hele. Because Hanby and Hele fail to teach all of the features of Claim 21, Claim 21 should be allowed.

Claims 22-23 and 25-28 should also be allowed, both for their dependence on Claim 21 and for the additional subject matter they recite. For example, Claim 28 states that "the certification includes at least one of: (a) a certification from the insurance policy applicant in which the applicant explicitly confirms that the generated illustration has been received; (b) a certification from the agent in which the agent explicitly confirms that the generated illustration has been delivered electronically to the insurance policy applicant; (c) a certification from the agent in which the agent explicitly confirms that the generated illustration has been provided to

the insurance policy applicant via a postal or courier service; or (d) a waiver from the insurance policy applicant in which the applicant explicitly confirms an understanding that the generated illustration will be delivered at the time the life insurance policy is delivered." As shown above with respect to Claim 1, these elements are not found in Hanby and Hele.

Patentability of Claims 29-33

Claim 29 is directed to a computer system for online processing of a life insurance application. According to Claim 29, the computer system includes an application processing server configured with computer-implemented instructions that, when executed, cause the application processing server to: receive information via an electronic data communications link that identifies the individual to be insured and describes the insurability of the individual; obtain a commitment from the insurance policy applicant for purchase of a life insurance policy to be issued by an insurance provider in accordance with parameters of the life insurance application; receive an authorization via an electronic data communications link that authorizes immediate collection of medical history information from one or more third parties concerning the individual to be insured for purposes of issuing the life insurance policy, in which the authorization is received in connection with obtaining the commitment for purchase of the life insurance policy; and if the commitment for purchase of the life insurance policy is not obtained, then cancel the authorization for collection of medical history information.

For at least the same reasons that Claim 15 is allowable, applicants submit that Claim 29 is allowable over Hanby and Hele. Applicants also submit that Claims 30-33 are patentable over Hanby and Hele, both for their dependence on allowable Claim 29 and for the additional subject matter they recite.

CONCLUSION

Applicants respectfully submit that the claims pending in the present application are patentable over the cited art. Allowance of the application at an early date is requested. Should

any issues remain that can be addressed by telephone, the Examiner is invited to contact the undersigned counsel at the telephone number indicated below.

Respectfully submitted,

CHRISTENSEN O'CONNOR
JOHNSON KINDNESS^{PLLC}

A handwritten signature in black ink, appearing to read "Kevan L. Morgan". The signature is fluid and cursive, with the first name "Kevan" and last name "Morgan" being clearly distinguishable.

Kevan L. Morgan
Registration No. 42,015
Direct Dial No. 206.695.1712

KLM:jmb